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NATTO IYELA GBARABE, et al.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

NATTO IYELA GBARABE, et al.,

Plaintiffs,

v.

CHEVRON CORPORATION,

Defendant.

Case No. 14-cv-00173-SI

STIPULATION AND ~~[PROPOSED]~~
ORDER RE: CERTAIN DISCOVERY
MATTERS AND CONTINUING THE
CASE MANAGEMENT CONFERENCE
TO APRIL 22, 2016

Judge: Hon. Susan Illston

DATE: March 25, 2016
TIME: 3:00 p.m.
PLACE: Courtroom 1

TRIAL DATE: None Set

ACTION FILED: Jan. 13, 2014

1 Whereas, the parties have met and conferred on disputed issues and have resolved some of
2 them and have agreed to continue discussion as to others,

3 The parties agree and request the Court to order as follows:

4 A. Depositions Regarding Class Certification Proceedings.

5 1. Each party may depose the experts whose opinions are relied upon in support of or
6 opposition to class certification;

7 2. Each party may depose any person who provided supporting information on which
8 an expert relied, such as the laboratories providing test results;

9 3. Each party may depose the percipient witnesses whose testimony is offered in
10 connection with class certification;

11 4. Plaintiff agrees to the re-opening of his deposition for an additional day in Nigeria,
12 which, by agreement, shall be limited in scope to any additional evidence that has been and will
13 be received since plaintiff's original deposition on December 9, 2015, and which is relevant to the
14 pending class certification proceedings;

15 5. The parties agree to the depositions of up to 30 putative class members in Nigeria
16 and will work in good faith to agree on an appropriate manner of selecting those class members
17 and on deposition logistics that are acceptable to both parties (no obligation is imposed, however,
18 to take the depositions), subject to paragraph 10;

19 6. Plaintiff agrees that Chevron may depose the individuals who were listed as named
20 plaintiffs in the Third Amended Complaint, either in addition to or as part of the 30 putative class
21 members;

22 7. Counsel for each party will accept deposition notices, including duces tecum
23 notices, for categories 1-3 and 5-6, without requiring service on the witness and the lack of
24 service on the witness will not be a basis for objecting to the discovery;

25 8. The parties agree that each party may depose up to five individuals in addition to
26 those listed above, subject to any relevancy objection or an objection to the time and place of the
27 deposition, but it will not be the obligation of the other party to produce these additional
28 witnesses; and

1 9. The number limit on depositions set forth in Federal Rule of Civil Procedure 34
2 shall not apply to the depositions listed above.

3 10. By agreeing to the above-listed depositions, plaintiff's counsel is not representing
4 that the witnesses are able to pay for transport to any deposition location outside of Bayelsa State.
5 Any financial inability of a witness to attend a deposition will be the subject of good faith
6 negotiations between the parties and, if necessary, identification of a replacement witness or
7 proceedings before this Court as to the appropriate location for the depositions.

8 B. Documents.

9 Plaintiff agrees to produce documents responsive to the eight categories below by April
10 30, 2016. Plaintiff believes that any document so produced should be limited in evidentiary use
11 to issues reasonably related to the reasonableness of the investigation of the basis for filing the
12 complaint and the first and second amendments and the methodology used in creating or altering
13 the claimant list filed as an exhibit to the Second Amended Complaint, including any documents
14 indicating that alteration of the original information provided by the claimants may have
15 occurred. If, however, defendant seeks to use any such document as relevant to other issues in
16 the litigation, the parties will meet and confer in good faith about the applicability of any asserted
17 privilege, and submit remaining disputes to the Court to resolve. It is further expressly agreed by
18 the parties that the production of these documents pursuant to this stipulation will not be used or
19 relied on in any manner by Chevron to allege any full or partial waiver of the attorney/client or
20 attorney work product privileges by plaintiff, his counsel, or any other legal representative or
21 individual who did or may have had the right to assert privilege protection at the time the
22 document in question was generated. This is without prejudice to any argument that waiver has
23 otherwise occurred without regard to this production, or plaintiff's right to oppose any such
24 waiver argument. Subject to this, plaintiff will produce documents in his possession, custody, or
25 control (including that of his lawyers or agents) responsive to the categories 1-5 and 8 and will
26 proceed as described in categories 6 and 7:

27 1. The affidavits from plaintiffs named in the Second Amended Complaint that
28 plaintiffs' counsel relied on, in part, for the factual basis for lead plaintiffs' claims as alleged in

1 the Second Amended Complaint, pursuant to the order of Judge Conti granting the right to
2 amend;

3 2. Documents, if any, reflecting or memorializing plaintiff's own communications
4 with putative class members;

5 3. A document entitled "The Role of the Lead Plaintiffs in a Class Action" prepared
6 by plaintiffs' counsel;

7 4. All documents relating to the powers of attorney granted by the individual putative
8 class members, including representative examples of blank forms, if any, that are in plaintiff's
9 possession or are ascertained and made available by their current custodian; and

10 5. Any documents relating to the creation of, and methodology used in the creation of
11 the list of 65,000 putative class members, that was attached to the Second Amended Complaint.
12 Plaintiff will also produce any documents relating to the alteration, change or variance of the
13 information originally provided by the claimants that may be included in said list, if any such
14 items come into plaintiff's possession, custody or control (including present counsel and former
15 counsel – to the extent plaintiff is able to obtain such documents – and plaintiff's agents).

16 It is further stipulated that:

17 6. Plaintiff's counsel of record will search for and review all communications with
18 Foster Ogola and Peter Egbegi, including communications copied to or from Nicholas
19 Ekhurutomwen or Peter Egbegi, through a date sometime in 2015 that will be agreed upon by the
20 parties in the course of the ongoing meet and confer. Plaintiff will produce all such documents
21 responsive to defendant's prior discovery requests, state if no such responsive documents are in
22 the plaintiff's possession, custody or control, or will identify those documents it is continuing to
23 withhold (or portion thereof). If plaintiff's counsel is not able to produce certain documents but
24 knows they exist, they will describe the documents and specify why they cannot be produced;

25 7. Plaintiff's counsel will search for and review any communications with Elder
26 Endure Humphrey Fisei, Fresh Talent, Matthew Kingdom Mieseigha, and Chris Wildred Itonyo,
27 if any, including communications copied to or from Nicholas Ekhurutomwen or Peter Egbegi.
28 Plaintiff will produce all such documents responsive to defendant's prior discovery requests, state

1 if no such responsive documents are in the plaintiff's possession, custody or control (or portions
 2 thereof), or will identify those documents it is continuing to withhold. If plaintiff's counsel is not
 3 able to produce certain documents but knows they exist, it will describe the documents and
 4 specify why they cannot be produced; and

5 8. The parties agree to update and supplement all discovery responses previously
 6 tendered in this litigation with any new or additional documents or other tangible items gathered
 7 subsequent to the date that initial responses were tendered, without the need to propound any
 8 further formal requests to obtain that information. The date of exchange shall be on or before
 9 April 30, 2016.

10 The parties are continuing to meet and confer on other issues, including the scope of any
 11 production relating to the realignment of the case and the funding agreement, and will continue to
 12 meet and confer in good faith and raise any outstanding issues at the next Case Management
 13 Conference.

14 C. Continuation of the Case Management Conference.

15 In light of these agreements and the ongoing efforts to resolve remaining disputes
 16 informally, the parties agree to continue the Case Management Conference from March 25, 2016
 17 to April 22, 2016, or such other date as the Court orders.

18 Dated: March 18, 2016

JONES DAY

20 By: /s/ Caroline Mitchell
 21 Caroline Mitchell

22 Counsel for Defendant
 23 CHEVRON CORPORATION

24 Dated: March 18, 2016

RUFUS-ISAACS, ACLAND &
 GRANTHAM LLP

25 By: /s/ Neil Fraser
 26 Neil Fraser

27 Counsel for Plaintiffs
 28 NATTO IYELA GBARABE, et al.

SIGNATURE ATTESTATION

I hereby attest that concurrence in the filing of this document has been obtained from all persons whose signatures are indicated by a “conformed” signature (/s/) within this e-filed document.

Dated: March 18, 2016

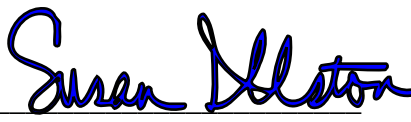
JONES DAY

By: /s/ Caroline N. Mitchell
Caroline N. Mitchell

Counsel for Defendant
CHEVRON CORPORATION

IT IS SO ORDERED.

Dated: 3/22/16


Honorable Susan Illston

NAI-1500878627